

**A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

11-R-0933

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO SECTION 2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH IBM CORPORATION FOR FC#5289 COOPERATIVE PURCHASING AGREEMENT FOR THE INSTALLATION AND IMPLEMENTATION OF THE CITY OF ATLANTA'S NETWORK ADMISSION CONTROL SOLUTION UTILIZING GENERAL SERVICES ADMINISTRATION CONTRACT NUMBER GS-35F-4984H BEGINNING JUNE 20, 2011 AND ENDING ON OCTOBER 30, 2011 ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-ONE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$171,750.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050101 (DIT CHIEF INFORMATION OFFICER) 5410001(CONSULTING PROFESSIONAL SERVICES - CAPITAL) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

WHEREAS, the advances in various technology used to access the internet have also increased the threat of viruses and remote threats to the City of Atlanta's ("City's") information technology network; and

WHEREAS, the increase in viruses and remote threats has increased the need to enforce and enhance the City's network security policies to ensure the safety of the City's information assets; and

WHEREAS, a Network Admission Control ("NAC") Solution will enable the City to control how users access the network, enforce security compliance on devices that access the network and provide visibility to user activity; and

WHEREAS, pursuant to Section 2-1601 et seq. of the City of Atlanta Code of Ordinances, the Chief Procurement Officer may procure supplies or construction items through contracts established by a public procurement unit where such contracts and contractors substantially meet the requirements of the Purchasing and Real Estate code; and

WHEREAS, the Chief Information Officer has identified General Services Administration ("GSA") Contract Number GS-35F-4984H with IBM as an appropriate source for a cooperative purchase of professional services for the installation and implementation of the City's NAC Solution; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend utilizing GSA Contract number GS-35F-4984H with IBM for FC#5289 Cooperative Purchasing Agreement for the installation and implementation of the City of Atlanta's NAC Solution beginning June 20, 2011 and ending October 30, 2011; and

WHEREAS, this cooperative agreement was competitively procured in a manner consistent with Division 4 of the City's Procurement Code, and the cost of the goods and/or services are comparable.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to enter into a cooperative purchasing agreement with IBM for FC#5289 Cooperative Purchasing Agreement for the installation and implementation of the City of Atlanta's NAC Solution utilizing GSA contract number GS-35F-4984H beginning June 20, 2011 and ending October 30, 2011, in an amount not to exceed One Hundred Seventy-One Thousand, Seven Hundred Fifty Dollars And No Cents (\$171,750.00).

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from Fund, Department, Organization and Account Numbers 1001 (General Fund) 050101 (DIT Chief Information Officer) 5410001 (Consulting Professional Services - Capital) 1535000 (Data Processing/Management Information System).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer in consultation with the City Attorney is directed to prepare the appropriate Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Agreement will not become binding upon the City, and the City shall incur no liability upon same until contract has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to IBM.

**A RESOLUTION
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11-*R*-0933

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WHEREAS, the advances in various technology used to access the internet have also increased the threat of viruses and remote threats to the City of Atlanta's ("City's") information technology network; and

WHEREAS, the increase in viruses and remote threats has increased the need to enforce and enhance the City's network security policies to ensure the safety of the City's information assets; and

WHEREAS, a Network Admission Control ("NAC") Solution will enable the City to control how users access the network, enforce security compliance on devices that access the network and provide visibility to user activity; and

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AN IBM GLOBAL SERVICES PROPOSAL FOR

City of Atlanta

to provide:

Cisco Product Procurement and Related Services

submitted by

IBM

1177 Beltline Rd
Coppell, TX 75019

May 12, 2011

The information in this proposal shall not be disclosed outside the City of Atlanta organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal. If a contract is awarded to IBM as a result of or in connection with the submission of this proposal, City of Atlanta shall have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of City of Atlanta to use information contained in the proposal if it is obtained from another source without restriction.

Statement of Work

This Statement of Work defines the scope of work to be accomplished by IBM under the terms and conditions of the **IBM Customer Agreement** or equivalent (Agreement). The tasks to be performed by IBM are defined and an Estimated Schedule is provided. In addition, the responsibilities of City of Atlanta are listed.

The Statement of Work includes the following subsections:

- Scope of Work
- Key Assumptions
- IBM Responsibilities
- City of Atlanta Responsibilities
- Other Terms and Conditions
- Estimated Schedule
- Deliverable Materials
- Completion Criteria
- Charges

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix A, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, or other terms of this Statement of Work.

The following are incorporated in and made part of this Statement of Work:

- Appendix A, "Project Change Control Procedure"
- Appendix B, "Cisco Product List"
- Appendix C, "Deliverable Materials"

1.0 Scope of Work

The scope of this project is to provide Cisco Machines for purchase by City of Atlanta, to procure Cisco Product and Services, for purchase by City of Atlanta, and to provide the related IBM Services specified in this Statement of Work.

1.1 Key Assumptions

This Statement of Work and IBM's estimates to perform are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix A. "Project Change Control Procedure".

1. This Statement of Work addresses only the City of Atlanta location at 55 Trinity Ave SW Ste 775 Atlanta, GA 30303-3520 and is for Products and Services delivered within the United States.
2. IBM will provide Services under this Statement of Work during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except IBM holidays, unless otherwise specified.
3. Unless specified otherwise, all Products will be ordered on a single Purchase Order (as defined below) and delivered to a single location.
4. Unless otherwise specified, this transaction is between IBM and City of Atlanta and does not involve any leasing.

5. IBM and City of Atlanta Project Coordinators will work together to establish the schedule of Product ordering, requested delivery date and shipment to a designated location.
6. All non-IBM Products must be approved by IBM's Product Safety Review Board prior to IBM placing your order. If any Product does not meet our Product safety specifications, IBM will work with you to identify an alternate Product. Procurement of an alternate Product will occur only upon your approval. In the event that a satisfactory alternate Product cannot be identified, this SOW may be terminated by either party without liability to the other party.

1.2 IBM Responsibilities

The specific Services to be provided under this Statement of Work are described in this section.

1.2.1 Project Coordinator

Description: The objective of this task is to provide an individual ("IBM Project Coordinator") who will provide direction and control of IBM project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity.

The major subtasks are:

1. Receive authorized City of Atlanta requests to purchase specific Products ("Purchase Order");
2. Coordinate Product ordering, scheduling and shipping to the City of Atlanta location or designated staging location;
3. Receive the City of Atlanta Project Coordinator's delivery confirmation;
4. Maintain project communications through the City of Atlanta Project Coordinator;
5. Prepare and submit invoices; and
6. Review and administer Project Change Control with the City of Atlanta Project Coordinator.

Completion Criteria: This activity is complete when IBM has verified the delivery of the Cisco Products and Services ordered by City of Atlanta or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverable Material: Status Report

1.2.2 Perform Client Requirements Assessment

Description: The objective of this task is to gather client requirements, analyze and collate client requirements for Cisco NAC, and document these requirements.

The major sub tasks are:

1. Perform client requirements workshop
2. Analyze gathered client requirements for NAC
3. Document these requirements pertinent to NAC
4. Develop the Client Requirements Assessment Summary Document

Completion Criteria: This task will be complete when IBM delivers the Client Requirements Assessment Summary document to the City of Atlanta Project Manager.

Deliverable Material: Client Requirements Assessment Summary Document.

City of Atlanta Responsibilities:

1. Client must attend requirements workshop
2. Client must provide requirements data on the next day after workshop
3. Client agrees that provided data is accurate and complete up to that day provided.

1.2.3 Design NAC Solution for City of Atlanta

Description: The objective of this task is to develop the design detail required for implementation.

The major sub tasks are:

1. Create the system design
2. Document the system design
3. Review preliminary design with client
4. Create final system design
5. Document system design
6. Create system test plan
7. Create a Network Design Document

Completion Criteria: This task will be complete when IBM delivers the NAC Network Design document to the City of Atlanta Project Manager. This document will contain all sections identified above.

Deliverable Material: NAC System Design Document

City of Atlanta Responsibilities:

1. Client must provide accurate data, at the end of this section, as to how many in-band, out of band, and vpn authenticated users are controlled by the system.
2. Client is responsible for determining how many, and what type of, device is exempt from NAC control and authentication. These devices count towards the licensing volume.
3. Client is responsible for performing any and all Layer 2 and/or Layer 3 device upgrades for all devices that will support NAC-controlled users. Client is responsible for all costs of said upgrades.
4. Client is responsible for assuring that Layer 2 and Layer 3 device upgrades do not inhibit the installation of the NAC system devices.
5. Client must provide accurate and timely network drawings, switch and router configuration data when requested.

1.2.4 Install and Configure NAC system

Description: The objective of this task is to implement the detailed design created in section 1.2.4.

The major sub tasks are:

1. Perform basic LAN alterations to support NAC servers
2. Perform basic WLAN alterations to support NAC servers
3. Perform CAM installation

4. Perform CAS installation(s)
5. Perform system configuration
6. Perform initial system validation testing
7. Adjust system according to initial system test findings
8. Perform system acceptance testing
9. Create end user roll-out plan
10. Perform system orientation for client
11. Perform system hand-off to client
12. Post Go-Live Support for up to 40 hours

Completion Criteria: This task will be complete when the system acceptance testing is completed, the system has been adjusted for any failed items in the system test plan, and the system has been handed off to the designated client representative.

Deliverable Material: Completed System Test Plan

1.2.5 Design NAC Solution for City of Atlanta

8 hours of system orientation will be provided to one designated client representative

City of Atlanta Responsibilities:

1. Client must designate one technical staff member whom is to receive the system orientation briefing of up to 8 hours completed within two consecutive business days prior to the scheduled end of the project.

1.2.6 High Performance Network Analysis

Objective: The objective of this task is to perform the HPNA evaluation activities.

IBM will evaluate:

- Network Protocol and Configuration
- Resiliency Network Topology Analysis
- Network Components Analysis
- Network Quality of Service

Assumptions: The HPNA activities will be performed on up to 5,000 devices over no more than 10 consecutive weeks.

Completion Criteria: This task shall be complete when the HPNA report has been delivered to your project manager.

Deliverable: HPNA Report

1.3 City of Atlanta Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the *Agreement* and are to be provided by City of Atlanta at no charge to IBM. City of Atlanta responsibilities include:

1. City of Atlanta will place the specific order with IBM via a Purchase Order. This Purchase Order will also contain the shipping address for the City of Atlanta location or the designated staging location.

2. City of Atlanta is responsible for the validity of the network design, Product and feature selection and the use of the Products and features ordered under this Statement of Work.
3. City of Atlanta will receive and sign for the Products at their designated location. Any visible shipping damage shall be immediately reported to the shipper and the IBM Project Coordinator.
4. City of Atlanta agrees to maintain and provide to IBM in a timely fashion, accurate inventory records for Cisco products purchased from IBM under this Statement of Work. Inventory records include the physical address where each Cisco Product is installed and the device type and serial number. Upon receipt, IBM will make the necessary changes in the parts logistics database on your behalf. Without accurate inventory records, your entitlement for parts may be denied or delayed.

1.3.1 City of Atlanta Project Coordinator

Prior to the start of this Statement of Work, City of Atlanta will designate a person, called the "City of Atlanta Project Coordinator", to whom IBM communications will be addressed and who has the authority to act for City of Atlanta in all aspects of this Statement of Work.

The City of Atlanta Project Coordinator's responsibilities include:

1. Serve as the interface between IBM and all City of Atlanta departments, organizations and sites participating in this project;
2. With the IBM Project Coordinator, administer Project Change Control;
3. Obtain and provide information, data, decisions, and approvals within five (5) working days of IBM's request, unless both IBM and City of Atlanta agree to an extended response time;
4. Help resolve project issues and escalate issues within the City of Atlanta organization, as necessary;
5. Confirm receipt of the Products, in writing, to the IBM Project Coordinator within 48 hours of receipt.

1.4 Other Terms and Conditions

1. City of Atlanta is solely responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.
2. City of Atlanta will identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and ensure that deliverables of the project meet those requirements.
3. Title for Machines passes from IBM upon shipment to your location or any designated staging location.
4. Warranty terms are as in the Agreement. IBM provides non-IBM Products WITHOUT IBM WARRANTIES OF ANY KIND. However, non-IBM manufacturers, suppliers or publishers may provide their own warranties to City of Atlanta.
5. IBM shall provide all applicable warranty service for Cisco Products as specified in Cisco's published Product warranty, subject to the warranty period and terms and conditions set forth therein.
6. For Cisco SMARTnet services, IBM is acting as an authorized reseller in facilitating the initial sale of such services. Cisco is responsible for performing the SMARTnet services and IBM has no ongoing obligations or liabilities related to such services. Should you elect to modify or extend these Cisco SMARTnet services, it will be your responsibility to

initiate such transaction; if you have not processed a renewal thirty (30) days prior to expiration, Cisco may contact you directly.

1.5 Estimated Schedule

The Services will be performed consistent with the estimated schedule mutually agreed upon by both parties. Both parties agree to make reasonable efforts to carry out our respective responsibilities according to such schedule.

The following is provided for planning purposes:

Estimated Start Date = May 20, 2011

Estimated End Date = September 30, 2011

Purchase Orders will not be accepted after the Estimated End Date. IBM will fulfill Purchase Orders accepted on or prior to the Estimated End Date.

If the last signature on this Statement of Work is after the Estimated Start Date, the Estimated Start Date shall automatically be extended to the first business day following the date of the last signature on this Statement of Work. The Estimated End Date shall automatically be extended by the same number of days.

Reasonable effort shall be made to keep the schedule dates intact.

IBM shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, unforeseen conditions or other situations beyond IBM's control.

1.6 Deliverable Materials

The following Materials will be delivered to City of Atlanta under this Statement of Work:

Type I

- None

Type II

- Status Report
- Networking Infrastructure Assessment Summary Document
- Network Strategy and Architecture Summary Document
- Network Design Document

1.7 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any of the following first occurs:

- IBM accomplishes the IBM tasks described under "IBM Responsibilities;"
- IBM provides the dollar amount of Services and Cisco Products specified under "Charges" or any subsequent Change Authorization;
- this Statement of Work is terminated in accordance with the provisions of the Agreement;
- City of Atlanta notifies IBM, in writing, that further Services are not required; or

1.8 Charges

The Cisco Product pricing authorized by you and specified in this Statement of Work does not imply or commit a fixed-price contract. If Cisco changes their published list price, we will inform you as soon as practical. In such event, you may authorize the modified price or terminate our

Services. If you choose to terminate our Services, you agree to pay us for all Products ordered prior to such termination.

Pricing for Cisco Products is based upon IBM procuring the Products directly from Cisco. On a limited exception basis, if the Cisco direct Product availability does not meet City of Atlanta's needs and City of Atlanta requests IBM to procure the Cisco Products from another one of IBM's authorized alternate suppliers, IBM will advise City of Atlanta of the modified pricing prior to placing the order.

IBM will provide up to \$316,100.40 of Cisco Products and Services. Cisco Machines will be priced to City of Atlanta at 42% off of the Cisco published list price. Cisco SMARTnet Services for Cisco Machines procured under this Statement of Work, will be priced to City of Atlanta per the State of GA published price. IBM will invoice you for Cisco Products and Services when they are shipped to your location or to any designated staging location.

As the City of Atlanta has a credit on file with IBM, IBM will use Credit Invoice of \$35,877.00 towards this purchase. To govern this purchase and contractual relationship IBM will require notification by the City of Atlanta authorizing IBM to utilize the \$35,877.00 credit towards this Statement of Work, and a Purchase Order of \$280,224.40 issued to IBM for this Statement of Work (IBM SOW for Cisco Product and Related Services).

Once a Purchase Order has been processed through the Cisco ordering system, changes to the order (including canceling an order and placing a new order) will incur an administrative charge of \$75 per hour.

Shipping charges that are incurred by IBM during the performance of this Statement of Work will be invoiced to City of Atlanta.

If City of Atlanta cancels all or part of a Cisco order less than fifteen (15) days prior to the scheduled delivery date, City of Atlanta agrees to pay any cancellation penalty imposed by Cisco. Such cancellation penalty is estimated to be 10% of the purchase price of the canceled order.

Travel and living expenses will be invoiced monthly.

Applicable federal, state and local taxes are not included in the estimated charges.

Invoices are payable upon receipt.

We agree to provide the Services described in this SOW provided you accept this SOW, without modification, on or before May 31, 2011.

Each of us agrees that the complete agreement between us about this transaction consists of: 1) a Purchase Order authorizing this Statement of Work and its Appendices, and 2) the IBM Customer Agreement, or any equivalent agreement in effect between us (called "Agreement"), identified below.

Customer number: **0603011**

Agreement Number (required): **HW69175**

Statement of Work number:

Customer address:

IBM Company address:

**55 Trinity Ave SW Ste 775
Atlanta, GA 30303-3520**

**1177 Beltline Rd
Coppell, TX 75019**

Appendix A. Project Change Control Procedure

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Appendix B. Cisco Product List

Product	Description	QTY	List Price	Discount	Unit Price	Extended Price
NAC3355-5000FB-K9	NAC Appliance 3355 Server Failover Bundle - max 5000 users	1	\$134,990.00	42.00%	\$78,294.20	\$78,294.20
NACMGR-STDFB-K9	NAC Appliance 3355 Manager Failover Bundle - max 20 Servers	1	\$32,990.00	42.00%	\$19,134.20	\$19,134.20
NAC3355-1500FB-K9	NAC Appliance 3355 Server Failover Bundle - max 1500 users	1	\$62,990.00	42.00%	\$36,534.20	\$36,534.20
AIR-AP1142N-A-K9	802.11a/g/n Fixed Auto AP; Int Ant; A Reg Domain	8	\$995.00	42.00%	\$577.10	\$4,616.80
AIR-LAP1142-AK9-10	802.11a/g/n LWAPP AP Integrated Antennas A Reg Domain, 10 Aps	1	\$9,950.00	42.00%	\$5,771.00	\$5,771.00
CON-STLOC*	SMARTNET 8X5XNBD NAC3355-5000FB-K9	1	\$0.00	0.00%	\$0.00	\$0.00
CON-STLOC*	SMARTNET 8X5XNBD NACMGR-STDFB-K9	1	\$0.00	0.00%	\$0.00	\$0.00
CON-STLOC*	SMARTNET 8X5XNBD NAC3355-1500FB-K9	1	\$0.00	0.00%	\$0.00	\$0.00
Total						\$144,350.40

Appendix C. Deliverable Guidelines

Status Report

Purpose: IBM will provide a Status Report during the project to describe the activities which took place during that period. Significant accomplishments, milestones, and problems will be described.

Delivery: One hard copy will be delivered to the City of Atlanta Project Manager within 5 working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Summary of hours (planned, expended, remaining)
- Project change control activity
- Problems, concerns, and recommendations

Network Infrastructure Assessment Summary Document

Purpose: IBM will provide a Network Infrastructure Assessment Summary Document outlining IBM's review of City of Atlanta's current network.

Delivery: One hard copy will be delivered to the City of Atlanta Project Manager.

Content: The report will consist of the following, as appropriate:

- Physical plant assessment
- Current physical design
- Current logical design
- Networking requirements

Network Strategy and Architecture Summary Document

Purpose: IBM will provide a Network Strategy and Architecture Summary Document outlining a summary of recommendations.

Delivery: One hard copy will be delivered to the City of Atlanta Project Manager.

Content: The report will consist of the following, as appropriate:

- Outline of networking strategy
- Outline of network architecture options, capabilities and limitations
- Implementation considerations
- Critical success factors

Network Design Document

Purpose: IBM will provide a Network Design Document outlining IBM's recommended logical and physical design models

Delivery: One hard copy will be delivered to the City of Atlanta Project Manager.

Content: The report will consist of the following, as appropriate:

- Logical design models (graphical 8 ½ x 11)
- Physical design models (graphical 8 ½ x 11)

Completed System Test Plan

Purpose: IBM will provide a completed System Test Plan Document.

Delivery: One hard copy will be delivered to the City of Atlanta Project Manager.

High Performance Network Analysis Report

Purpose: IBM will provide a completed High Performance Network Analysis Report

Delivery: One hard copy will be delivered to the City of Atlanta Project Manager

Appendix D. Deliverable Material Acceptance Process

Each Deliverable Material as defined in Appendix C - Deliverable Materials Guidelines will be reviewed and accepted in accordance with the following procedure:

- One (1) printed draft of the Deliverable Material will be submitted to the City of Atlanta Project Manager. It is the City of Atlanta Project Manager's responsibility to make and distribute additional copies to any other reviewers.
- Within five (5) business days of receipt, the City of Atlanta Project Manager will either accept the Deliverable Material or provide the IBM Project Manager a written list of requested revisions. If IBM receives no response from the City of Atlanta Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted.
- The IBM Project Manager will consider City of Atlanta's request for revisions, if any, within the context of IBM's obligations as stated in Appendix A - Deliverable Materials Guidelines.
- Those City of Atlanta revisions agreed to by IBM will be made and the Deliverable Material will be resubmitted to the City of Atlanta Project Manager, at which time the Deliverable Material will be deemed accepted.

Those City of Atlanta revisions not agreed to by IBM will be managed in accordance with Appendix A, Project Change Control Procedure

Appendix E. RMA Guidelines

- Return of all failed parts or Products to the Cisco designated location. For a part or Product that has been replaced pursuant to the product warranty terms, City of Atlanta shall return failed/defective part or Product to Cisco within fifteen (15) calendar days of the receipt of the replaced part or Product utilizing Cisco's Returned Materials Authorization ("RMA") process. If that part or Product is not shipped to the designated Cisco location within fifteen (15) calendar days, IBM will invoice the current list price of the part or Product to City of Atlanta and City of Atlanta agrees to pay such invoice;
- Ensure all parts and Products are properly packaged prior to being shipped, and include a written description of the failure and specification of any changes or alterations made to the part or Product. Parts and Products returned to Cisco must conform in quantity and serial number to the RMA request, tag each package returned to Cisco with the RMA transaction number and a brief description of the problem;
- Tag each package returned to Cisco with the RMA transaction number and a brief description of the problem; Can we move this to an Appendix on RMA Guidelines?
- Supply RMA information and proof of compliance to the IBM Project Manager upon request;
- Once shipped by the manufacturer, Products cannot be returned for credit. For Products that are damaged or defective upon delivery, IBM will assist City of Atlanta to obtain a Return Materials Authorization number from Cisco. Cisco may send a replacement unit, customer installable replacement parts or arrange to have the unit repaired onsite.

General Services Administration (GSA)

IT Schedule

Federal Supply Service
Information Technology (IT) Schedule
Equipment, Software, Services, and Finance/Lease

Contract Period: October 1, 2007 through September 30, 2012
SINS 132-3, 8, 12, 33, 50, 51, 52, 62

Contract No. GS-35F-4984H
5-Year Option Extension- *OPTION YEAR 2*
Updated through Refresh 23

Current products, prices and terms and conditions are available on our website:
www.ibm.com/easyaccess/gsa
or by calling us directly at 1-800-333-6705



IBM Corporation
6710 Rockledge Drive
Bethesda, Maryland 20817

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CHAPTER 6. SPECIAL ITEM 132-50: CLASSROOM TRAINING

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CHAPTER 8. SPECIAL ITEM 132-62: AUTHENTICATION SERVICES

CHAPTER 9. SPECIAL ITEM 132-52 ELECTRONIC COMMERCE SERVICES

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(SIN 132-12)

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APPENDIX N. S/390 USAGE PRICING CHARGES

APPENDIX O. EWLC, TWLC, ZELC, AND Z/OS.E LICENSE CHARGES

APPENDIX P. CALCULATION OF z/TPF MSUs

Terms and Conditions Web Link Disclaimer

IBM references commercial web links in many of the appendices. These web links provide useful product information that pertain to offerings within the GSA Schedule Contract, however, the terms and conditions within these sites may not be applicable to the GSA Schedule. Should Terms and Conditions within the commercial websites conflict with those identified in the GSA Schedule, the Schedule terms will apply.

Quality Products and Services for All Your IT Needs

The IBM GSA IT Schedule is designed to save you time and money when procuring the information technologies you need. Whether it's a single workstation with basic application software, or an enterprise desktop management solution, the IBM GSA IT Schedule has the answer -with quality service and support for your IT infrastructure.

Total Solution Financing

New to the IBM GSA IT Schedule - Total Solution Financing. In addition to leasing and financing all types of IBM equipment available through the IBM GSA IT Schedule and our Business Partners' GSA Schedules, we've added the option of financing One-Time Charge Software and Fixed-Price Services. With terms of between 12 and 60 months, our Total Solution Finance offerings provide you with the flexibility you need to manage your requirements as you see fit while giving you the ability to finance all aspects of your IT requirements at competitive rates.

In addition, our Federal Installment Payment Agreement (FIPA) allows you to finance IBM equipment with attractive low interest rates. IBM's standard warranty covers equipment financed under this plan.

Industry-leading systems, software, and services

IBM's GSA IT Schedule is specifically designed to meet the changing IT needs of government customers. You'll find the latest hardware and software technologies on the IBM GSA IT Schedule, in addition to service offerings and flexible payment plans that can't be beat.

The IBM GSA IT Schedule also includes Expanded Professional IT Services, such as:

- Integrated Desktop Management
- IT Consulting - Education
- e-Business
- Systems Analysis and Design
- Project Management
- Implementation and Conversion Support
- Network and Image System Services
- Resource and Facilities Management
- Security

IBM can support any of your customized needs, including Seat Management and Web-Hosting, through our special item entitled Performance Based Services.

Even if it's not on the Schedule, it can still be in your order.

The IBM GSA IT Schedule is designed to be a one-stop shopping vehicle for all your IT needs. We try our best to make sure that the IBM GSA IT Schedule includes the broadest array of industry-leading hardware, software and service solutions. At times, however, you might need something that's not on the IBM GSA IT Schedule. That's OK. If you need something that's not covered, you can include incidental non-Schedule items with your delivery order.

Authorized Information Technology (IT) Schedule Pricelist

Federal Supply Service
General Purpose Commercial Information
Technology Equipment, Software and Services
Period: Valid through September 30, 2012

International Business Machines Corporation
IBM Government Systems
6710 Rockledge Drive
Bethesda, Maryland 20817
Telephone: 1-800-333-6705
www.ibm.com/easyaccess/gsa

Shop for System x Servers

FSC CLASSES

- 7010** Purchase of Equipment
 - End User Computers/Desktop Computers
 - Professional Workstations
 - Servers
 - Laptop/Portable/Notebook Computers
 - Large Scale Computers
 - Optical and Imaging Systems

- 7025** ADP Input/Output and Storage Devices Used Primarily Online)
 - Printers
 - Displays
 - Network Equipment
 - Communications Equipment
 - Recognition Input/Output Devices
 - Storage Devices, including Magnetic Storage, Magnetic Tape
 - Storage and Optical Disk Storage

- 7030** Information Technology Software
 - Large Scale and Microcomputer

- 7035** ADP Support Equipment
- 7050** ADP Components

D399	Other ADP Services
D301	IT Facility Operation
D302	IT System Development & Maintenance Service
D306	Systems Analysis Service
D307	Automated Information Systems Design and Integration Services
D308-1	Programming Services
D308-2	Millennium Conversion Services (Y2K)
D310	IT Backup and Security Services
D311	IT Data Conversion Services
D313	Computer Aided/Design/Computer Aided Manufacturing (CAD/CAM) Services
D316	Network Management Services
D317	Data/Records Management Services
D399	Other Information Technology Services, not elsewhere classified
N070	Installation, Deinstallation, Reinstallation for equipment under SIN 132-8
J070	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts, Third Party Maintenance

USA Commitment to Promote Small Business Participation Procurement Programs

Preamble

IBM provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

Commitment

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact IBM at 1-800-333-6705, or federal@us.ibm.com, or fax number, 1-888-520-0533.

International Business Machines Corporation



4111 Northside Parkway
Atlanta, GA 30327

May 13, 2011

Mr. Jeremy Johnson
City of Atlanta
55 Trinity Avenue SW
Atlanta, GA 30303

Re: Quotation for IBM Statement of Work for Cisco Product and Services

Dear Mr. Johnson,

Per our discussion with DIT Staff regarding Cisco Network Admission Control (NAC) and Related Services, IBM proposes the attached Statement of Work for Design, Assessment, Implementation Services, and Cisco Hardware technology. IBM is pleased to provide this quotation, please advise with any questions or concerns you may have upon review. The IBM Services as specified in the attached Statement of Work are proposed using IBM GSA# 35F-4948H terms and conditions and as it relates to the purchase of the Cisco Products, the terms and conditions of the Cisco State of Georgia Contract# S000546-043 shall apply.

Item	Description	QTY	List Price	Discount	Unit Price	Extended Price
IBM Professional Services	Implementation and Assessment Services (IBM GSA# G635F-4948H)	FF				\$ 171,750.00
Cisco Hardware	NAC and Wireless Components (Cisco GA State Contract #000546-043)					
NACB355-5000F-H-B	NAC Appliance 3555 Server Failover Bundle-max 5000 Users	1	\$134,890.00	40.00%	\$78,294.00	\$78,294.00
NACMGR-STDPR-H-B	NAC Appliance 3555 Manager Failover Bundle-max 20 Servers	1	\$32,990.00	40.00%	\$19,134.00	\$19,134.00
NACB355-1500F-H-B	NAC Appliance 3555 Server Failover Bundle-max 1500 Users	1	\$62,990.00	40.00%	\$36,594.00	\$36,594.00
WIF-WF1142N-H-B	802.11a/g/n Fixed Auto-WF; Int Ant; 4 Reg Domain	8	\$596.00	40.00%	\$357.10	\$4,616.80
WIF-WF1142N-H-B-10	802.11a/g/n WIF-WF AP Integrated Antennas 4 Reg Domain, 10 Aps	1	\$9,771.00	40.00%	\$5,771.00	\$5,771.00
CON-STLOC	SMARTNET SAS INBD NACB355-5000F-H-B	1	\$0.00	0.00%	\$0.00	\$0.00
CON-STLOC	SMARTNET SAS INBD NACMGR-STDPR-H-B	1	\$0.00	0.00%	\$0.00	\$0.00
CON-STLOC	SMARTNET SAS INBD NACB355-1500F-H-B	1	\$0.00	0.00%	\$0.00	\$0.00
					Subtotal: Cisco	\$ 144,350.40
					Less: IBM Credit	(\$35,876.00)
					Total	\$ 280,224.40

To execute this procurement, IBM will require notification (email) by the City of Atlanta authorizing IBM to utilize the \$35,876.00 credit towards this Offer and a Purchase Order of \$280,224.40 for IBM SOW for Cisco Product and Related Services. Thank you for allowing IBM the opportunity to propose solutions to the City of Atlanta.

Sincerely yours,

Christopher M. McElrath
IBM Client Executive

IBM Statement of Work for Cisco Product Procurement and Related Services



City of Atlanta Cisco
SOW w Network Anal

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO SECTION 2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH IBM CORPORATION FOR FC#5289 COOPERATIVE PURCHASING AGREEMENT FOR THE INSTALLATION AND IMPLEMENTATION OF THE CITY OF ATLANTA'S NETWORK ADMISSION CONTROL SOLUTION UTILIZING GENERAL SERVICES ADMINISTRATION CONTRACT NUMBER GS-35F-4984H BEGINNING JUNE 20, 2011 AND ENDING ON OCTOBER 30, 2011 ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-ONE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$171,750.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5222002 (REPAIR & MAINTENANCE-EQUIPMENT) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

Council Meeting Date: June 20, 2011

Requesting Dept.: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT would enter into a cooperative purchasing agreement with IBM for FC#5289 Cooperative Purchasing Agreement for the installation and implementation of the City of Atlanta's NAC Solution utilizing GSA contract number GS-35F-4984H beginning June 20, 2011 and ending October 30, 2011, in an amount not to exceed One Hundred Seventy-One Thousand, Seven Hundred Fifty Dollars And No Cents (\$171,750.00).

2. Please provide background information regarding this legislation.

Advances in various technology used to access the internet have also increased the threat of viruses and remote threats to the operability and security of the

City's information technology network. The increase in viruses and remote threats has increased the need to enforce and enhance the City's network security policies to ensure the safety of the City's information assets. The Network Admission Control ("NAC") Solution will enable the City to support role-based access control, enforce device security compliance and provide visibility to user activity.

3. If Applicable/Known:

(a) Contract Type (e.g. Professional Services, Construction Agreement, etc):

Professional Services

(b) Source Selection: FC# 5289 Cooperative Purchase - GSA Contract number GS-35F-4984H

(c) Bids/Proposals Due:

(d) Invitations Issued:

(e) Number of Bids:

(f) Proposals Received:

(g) Bidders/Proponents:

(h) Term of Contract: N/A

4. Fund Account: 1001 (General Fund) 050211 (IT Network Management) 5222002
(Repair & Maintenance-Equipment) 1535000 (Data
Processing/Management Information System)

5. Source of Funds:

6. Fiscal Impact: \$171,750.00

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst



CITY OF ATLANTA


Kasim Reed
Mayor

SUITE 1790
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Yolanda Adrean, Chair, Finance Executive Committee

FROM: Adam L. Smith 

RE: Cooperative Agreement: **FC#5289 Cooperative Purchasing Agreement for Installation and Implementation of the City of Atlanta's Network Admission Control Solution Utilizing GSA Contract Number GS-35F-4984H**

DATE: May 24, 2011

This memorandum is to certify that the above-referenced Cooperative Agreement was competitively procured in a manner consistent and pursuant to sections 2-1602, 2-1604, 2-1606 and 2-1608 of the Procurement and Real Estate Code. We reviewed the terms of the Agreement and determined that the costs for the goods/services are competitive and comparable.

If you have any questions or need additional information, please do not hesitate to contact me.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: June 3, 2011

Anticipated Committee Meeting Date(s): June 15, 2011

Anticipated Full Council Date: June 20, 2011

Legislative Counsel's Signature: 

Chief Information Officer Signature (for IT Procurements)

Michael Dogan
CIO

Commissioner Signature: _____

Chief Procurement Officer Signature: 

CAPTION

Mayor's Staff Only

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO SECTION 2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH IBM CORPORATION FOR FC#5289 COOPERATIVE PURCHASING AGREEMENT FOR THE INSTALLATION AND IMPLEMENTATION OF THE CITY OF ATLANTA'S NETWORK ADMISSION CONTROL SOLUTION UTILIZING GENERAL SERVICES ADMINISTRATION CONTRACT NUMBER GS-35F-4984H BEGINNING JUNE 20, 2011 AND ENDING ON OCTOBER 30, 2011 ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-ONE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$171,750.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5222002 (REPAIR & MAINTENANCE-EQUIPMENT) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

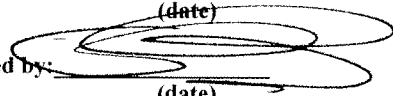
FINANCIAL IMPACT: (if any) \$171,750.00

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 5.27.11

(date)

Reviewed by: 

(date)

Submitted to Council: _____